

## Minnesota Department of Health Community Health Board Master Grant Contract Amendment

Master Grant Contract Number:	<b>12-700-00077</b>
Master Grant Contract Start Date:	<b>1/1/2015</b>
Master Grant Contract Amendment Start Date	<b>7/1/2016</b>
Master Grant Contract Expiration Date:	<b>12/31/2019</b>

This Master Grant Contract Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and City of Bloomington Community Health Board, 1800 W. Old Shakopee Rd, Bloomington, MN 55431 (hereinafter "Grantee").

### Recitals

1. The State has a Master Grant Contract with the Grantee to streamline the grant project agreements for individual grant projects by incorporating by reference the provisions of the Master Grant Contract.
2. The Master Grant Contract is being amended to assure compliance with federal (Uniform Guidance, or 2 CFR 200) requirements.
3. The State and the Grantee are willing to amend the Original Master Grant Contract as stated below.

### Master Grant Contract Amendment

Amended or deleted Master Grant Contract terms will be struck out, and the added Master Grant Contracts terms will be underlined.

**REVISION 1.** Clause 14B. Audit Requirement is amended as follows:

#### B. Audit Requirements

- ~~1. If the GRANTEE expends total federal assistance of \$500,000 or more per year, the GRANTEE agrees to (1) obtain either a single audit or a program specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133; and (2) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.~~
- ~~2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Government Organizations, Programs, Activities, and Functions."~~
- ~~3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).~~
- ~~4. The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.~~
- ~~5. In addition to the audit report, the GRANTEE shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and~~



~~comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.~~

- ~~6. The GRANTEE agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to GRANTEE'S records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.~~
- ~~7. Subcontractors of federal financial assistance from GRANTEE are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.~~
- ~~8. The Statement of Expenditures form can be used for the schedule of federal assistance.~~
- ~~9. The GRANTEE agrees to retain documentation to support the schedule of federal assistance for at least four years.~~
- ~~10. The GRANTEE agrees to file required audit reports with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, within six months of the grantee's fiscal year end.~~

~~OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:~~

~~Bureau of the Census  
Data Preparation Division  
1201 East 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132  
Attn: Single Audit Clearinghouse~~

#### B. Audit Requirements

1. If the Grantee expends total federal assistance of \$750,000 or more per year, the Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

Audits shall be made annually unless the grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR 200.

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.



In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.
5. If payments under this grant agreement will be made from federal funds obtained by the State through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee must identify these funds separately on the schedule of expenditures of federal awards (SEFA), and must also accept full financial responsibility if it fails to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.* and amendments thereto); U.S. Department of Energy Financial Assistance Rules (10CFR600); and Title 2 of the Code of Federal Regulations.
6. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.
7. The Statement of Expenditures form can be used for the schedule of federal assistance.
8. The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.
9. The Grantee agrees to file required audit reports within nine (9) months of the Grantee's fiscal year end.

2 CFR 200 requires recipients of more than \$750,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census  
Data Preparation Division  
1201 East 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132  
Attn: Single Audit Clearinghouse

Except as amended herein, the terms and conditions of the Master Grant Project and all previous amendments remain in full force and effect. The Master Grant Contract, and all previous amendments, are incorporated by reference into this amendment.

IN WITNESS WHEREOF, the parties have caused this Master Grant Contract amendment to be duly executed intending to be bound thereby.

APPROVED:

**1. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Its City Manager

Date: \_\_\_\_\_

Reviewed and approved by the City Attorney.

\_\_\_\_\_

*Distribution:*

- MDH – Original (fully executed) Master Grant Contract Amendment
- Grantee
- State's Authorized Representative

**2. MINNESOTA DEPARTMENT OF HEALTH**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_